Agn. Misc./53.

~~Pt. VII~~

1953 K File No.

Examined

Legal. DEPARTMENT

E BRANCH

Subject:— Miscellaneous Agreements.

~~[For previous phase pl. See pt. I to VI]~~

E
1-44

File No. Agn. Misc/53.

Std. Sectt. Slip 24-B

~~Pt. VII~~

36-E

No.L.A.
Office of the Joint Registrar,
for Industrial Co-operatives &
Village Industries,B.S.,Poona.
Dated the 17th April, 1953.

To

The Solicitor to Government,
Bombay.

Subject :- Government District Sales Depot,
Bijapur. Transfer of - to the Bijapur
District Industrial Co-operative
Association, Ltd., Bagalkot.

I enclose copies of Government Resolution, Development Department No.CMP-1750, dated 6-2-51 and CMP-1753, dated 25-2-53, on the subject mentioned above.

2. I have to request you to draw up the necessary deed incorporating the conditions on which the Government District Sales Depot, Bijapur, has been transferred to the Bijapur District Industrial Co-operative Association, Bagalkot and forward the same to this office for further necessary action.

3. The ~~District~~ Bijapur District Industrial Co-operative Association, Ltd., Bagalkot is to pay to Government an amount of Rs.9,421- 4- 4 as detailed below :-

a)	Stock in trade transferred to the Association.	Rs.26,254-13-10.
	Less reduction to be allowed on damaged articles. Rs.359/8/2 @ 25%.	Rs. 89-14- 0
		Rs.26,164-15-10.
b)	Dead stock less depreciation as per condition No.3 of Government letter on articles transferred to the Association.	Rs. 3,246- 0- 6
c)	Sundry debtors.	Rs. 1,145- 9- 0
		Rs.30,556- 9- 4
	Less sundry creditors.	Rs.21,135- 5- 0.
		Rs. 9,421- 4- 4.

This amount will have to be incorporated in the deed.

4. The Government District Sales Depot, Bijapur, was transferred to the Bijapur District Industrial Co-operative Association, Ltd., Bagalkot, on 1-5-1951.

Yours faithfully,

for Joint Registrar for Industrial
Co-operatives and Village Industries,B.S.,Poona.

LEGAL DEPARTMENT
20 APR 1953

880
E
21/4/53
MVC.16.4.53.

Government District Sales Depot, Bijapur -
Transfer of - to the Bijapur District Industrial Co-operative Association, Limited, Bagalkot.

Government of Bombay.
Development Department,
Resolution No.CMP.1750.
Bombay 1,6th February, 1951.

- Letter from the Joint Registrar for Industrial Co-operative and Village Industries, No.M/DD/Bij/1. dated the 16th/17th March, 1950.

" Please refer to paragraph one of the Government Resolution, Development Department No.550, dated the 24th December 1949 sanctioning the continuance of the Government District Sales Depot at Nasik, Surat, Nadiad, and Bijapur and the staff attached thereto for a further period of one year from 1st April, 1950 or till the date of transfer of the Depots to the respective District Industrial Co-operative Associations, which ever is earlier

In pursuance of the policy of Government of transferring the sales depots to the District Industrial Associations I was in correspondence with the Bijapur District Industrial Co-operative Association, Limited Bagalkot regarding the terms and conditions on which the Sales Depot should be transferred to it. The Association has finally communicated its terms and conditions on which ~~the Sales Depot should be transferred~~ are similar to those approved by Government in case of District Sales Depots at Belgaum and Sholapur. The following are the terms and conditions communicated by the Association for taking over the management of the Bijapur Depot on outright purchase basis.

1) Working Capital:- The association shall provide the necessary working capital of Rs.7,500/-

2) Stock-in-trade:- The stock of the depot existing at the time of the actual transfer shall be purchased by the Association at cost price.

3) Furniture:- The Association shall pay for the existing furniture the depot at cost price less depreciation.

4) Assets and Liabilities:- The Association shall take over all the assets and liabilities as they exist on the date of transfer.

5) Working expenses:- The day to day working expenses i.e. salaries of staff, rent of premises, contingencies etc. shall be met by the Association.

6) Staff:- The present staff of the depot should be continued but they should be given an option either to continue under the Association or to report to Government service under the Co-operative Department.

7) Financial Assistance from Government:- Government should give financial assistance of Rs.8,000/- each year to the Association for the first two years after taking over charge of the Depot in order to cover any loss that the Association might incur in the course of its exploratory work for the expansion of marketing facilities for the cottage industries products.

8) Official Control:- The Association agrees to the Government control and Supervision over the management of the Depot for a period of five years from the date of transfer:

9) Functions:- The Association agrees to do all the functions which at present the Government Sales Depot is intended to do.

-: 2 :-P.T.O.

10) Payment to Government:- The Association shall pay Government the cost of stock-in-trade and dead stock articles taken over by it in ~~the~~ ten equal annual instalments at the rate of 3 1/2 per cent interest.

The aforesaid terms and conditions are reasonable and are similar to those approved by Government in case of Belgaum and Sholapur Sales Depots. I should therefore request that Government may please be moved to issue orders for the transfer of Government district Sales Depot, Bijapur to the Bijapur district Industrial Co-operative Association, Limited, Bagalkot on the terms and conditions mentioned above.

Early orders are requested in the matter. "

Letter from the Joint Registrar for Industrial Co-operative and Village Industries No.M/DD/Bij/1, dated the 9th October, 1950.

Resolution :- Government is pleased to direct that the management of the District Sales Depot, Bijapur should be transferred on outright purchase basis, to the Bijapur District Industrial Co-operative Association, Limited, Bagalkot, on the terms and conditions mentioned below :-

1) Working Capital:- The Association shall provide the necessary working capital of Rs.7,500/-.
2) Stock-in-trade:- The stocks of the Depot existing at the time of the actual transfer shall be purchased by the Association at cost price.
3) Furniture:- The Association shall pay for the existing furniture of the depot at cost price less depreciation.
4) Assets and liabilities:- The Association shall take over all the assets and liabilities as they exist on the date of transfer
5) Working expenses:- The day to day working expenses i.e. salaries of staff, rent of promises, contingencies etc. shall be met by the Association.
6) Staff:- The present staff of the depot should be continued but they should be given an option either to continue under the Association or to revert to Government service under the Co-operative Department.
7) Financial Assistance from Government:- Government should give financial assistance of Rs.8,000/- each year to the Association for the first two years after taking over charge of the Depot in order to cover any loss that the Association might incur, in the course of its exploratory work for the expansion of marketing facilities for the cottage industry ~~x~~ products.
8) Official control:- The Association agrees to the Government control and supervision over the management of the depot for a period of five years from the date of transfer.
9) Functions:- The Associations agrees to do all the functions which at present the Government Sales Depot is intended to do.
10) Payment to Government :- The Association shall pay Government the cost of stock-in-trade and dead stock articles taken over by it in ten equal annual instalments with interest at 3 1/2 per cent.

By order of the Governor of Bombay.

D.S. Joshi.

Secretary to Government.

COPY.
MVC.16.4.53.

5 2T5

No.LA-
Office of the Joint Registrar,
for Industrial Co-operatives &
Village Industries,B.S.,Poona.
Dated the 21st May, 1953.

To

The Solicitor to the Government,
Bombay.

EGAL DEPARTMENT

25 MAY 1953

Subject :- Government District Sales Depot, Bijapur.
Transfer of - to Bijapur District Industrial
Co-operative Association, Ltd., Bagalkot.

Sir,

Please refer to this office letter of even number dated 17th April, 1953 regarding the subject cited above.

2. I have to request you to please draw up the necessary deed and forward the same to this office for further necessary action

Yours faithfully,

for Joint Registrar for Industrial
Co-operatives and Village Industries,Poona.

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MVC.20.5.53

7 27

Government District Sales Depot
Bijapur.
Transfer of -- to the Bijapur
District Industrial Co-operative
Association, Ltd., Bagalkot.

Government of Bombay,
Development Department,
Resolution No.CMP.1753.
Bombay No.1, 25th February,1953.

Read Government Resolution, Development Department No.CMP 1750, dated 6th February, 1951.

Letter from the Joint Registrar for Industrial Co-operatives and Village Industries No.L.A., dated the 4th November, 1952. -

Resolution:- Government is pleased to direct that the following sub-para should be added after clause ~~m~~ 10 of Government Resolution, Development Department No.CMP. 1750 dated 6th February, 1951:-

"Government shall have a floating charge on all the assets of the Sales Depot of the Association at Bijapur till the loan is repaid in full".

By order and in the name of the Governor of Bombay.

B.P. Umarji,

Assistant Secretary to Government.

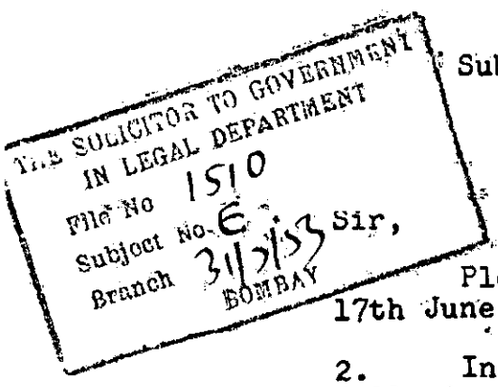
COPY.
MVC.16.4.53.

7

No. L.A.
Office of the Joint Registrar
for Industrial Cooperatives &
Village Industries, B.S., Poona.
Dated the 24th July 1953.

To

The Solicitor to Government,
B O M B A Y.



Subject:- Government District Sales Depot, Bijapur
Transfer of - to the Bijapur District
Industrial Cooperative Association, Ltd.
Bagalkot.

Sir,

Please refer to your letter No. 13130/E, dated 17th June, 1953, on the subject mentioned above.

2. In your letter under reference, you have raised the following points for clarification:-

(a) In view of the fact that the Association has agreed to create a charge on its assets and to submit to the restrictions in the Government Resolution, Development Department, No. CMP 1750, dated 6th February 1951, it would be necessary to prepare two documents one being an assignment of the business including stock-in-trade etc., and the other a deed of mortgage or hypothecation creating a floating charge on the assets of the Association and incorporating the other conditions which are laid down in the Government Resolution referred to above.

(b) You have presumed that the Depot would remain under Government control until the moneys payable to Government are paid by the Association.

(c) Whether the finance of Rs. 8,000/- to be given to the Association each year for the first two years is to be treated as a loan and incorporated in the deed of mortgage or whether this payment is not liable to be paid by the Association.

3. My observations on the various points raised by you are as follows:-

4. As regards (a), I should point out that Government has agreed to transfer the Government Sales Depot to the Association on an outright sale basis and the Association shall have to pay the Government the cost of stock-in-trade and dead stock articles taken over by it in ten equal instalments with interest at 3½ % per annum, since the Association has no funds to pay for the same immediately. Till this amount is paid in full by the Association, Government shall have a floating charge on all the assets of the Sales Depot of the Association and not on the other assets of the Association created out of its own or borrowed funds. In view of this, it would not be necessary to prepare two documents as envisaged by you. Only one mortgage deed in respect of the stock-in-trade and dead stock articles etc., transferred to the Association and also creating a floating charge on the assets of the Sales Depot of the Association would, in my opinion, serve the purpose. Similar conditions were imposed while transferring the Government District Sales Depot, Belgaum to the Belgaum District Industrial Cooperative Association under Government Letter, Development Department No. CMP 1950/39727-B, dated 8th November 1950 and only one mortgage deed incorporating similar conditions was prepared by you for being executed

P.T.O.

by the Association. (Please vide your letter No. 13110, dated 14th August 1951). A similar agreement may please be drawn in the case of this Association also, since the Government District Sales Depot, Bijapur has been transferred to the Bijapur District Industrial Cooperative Association, on similar terms and conditions as in case of the Belgaum District Industrial Cooperative Association.

5. As regards (b), it is already pointed above that the Sales Depot has been sold to the Association on an outright sale basis and in view of this the Depot would not be under the control of Government. Government shall have, however, a floating charge on the assets of the Sales Depot of the Association till the loan is repaid in full.

6. As regards (c), the financial assistance of Rs. 8,000/- each year to be granted to the Association by Government for the first two years is in the form of subsidy and not loan and hence the same is not recoverable from the Association;

7. In the light of the above clarification, I have to request you to draw up the necessary deed incorporating the conditions on which the Government District Sales Depot, Bijapur has been transferred to the Bijapur District Industrial Cooperative Association, Bagalkot and forward the same to this office for further necessary action.

Yours faithfully,

for Joint Registrar
for Industrial Cooperatives and
Village Industries, B.S., Poona.

pkt.23.7

Shri Patil may kindly see
the note at P. 11 ante
regarding the procedure
followed in the matter
of the transfer of the
Govt. Sales Depot at
Belgaum to the Belgaum
District Industrial Co-op.
Association.

RSP
4/8.

Shri Patil

Shri Patil

A draft Mutyaja Deed prepared in the case of the transfer of the Govt Depot at Belgaum with necessary amendments is put up below.

RSP
4/8

AA SA

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RSP 4/8

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NO. LA..

Office of the Joint Registrar
for Industrial Co-operatives
and Village Industries,
POONA 1, dated: 29th AUGUST 1953.

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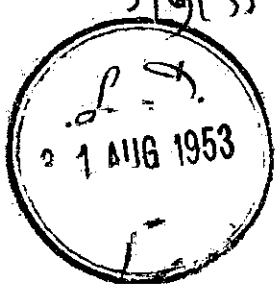
E
3/8/53



To

The Solicitor to Government,
Bombay.

Subject: Government District Sales Depot, Bijapur - Transfer of - to the Bijapur District Industrial Co-operative Association, Ltd., Bagalkot.

..

Sir,

Please refer to this office letter of even number, dated 24th July 1953, on the subject mentioned above.

2. I should request you to please draw up the necessary deed and forward the same to this office early for further necessary action.

Yours faithfully,
M G Dharmambar
for Joint Registrar for
I. C. and V. I.

Lkn.27.8.53.

THIS MORTGAGE made at the day of One thousand nine hundred ad fifty three BETWEEN the BIJAPUR DISTRICT INDUSTRIAL CO-OPERATIVE ASSCCIATION LTD., a Society registered under the Bombay co-operative Societies Act,1925 and having its registered office at Belgaum, (hereinafter referred to as "The Mortgagor" which expression shall unless the context does not so admit include its successors and assigns) of the one part, and THE GOVERNOR OF BOMBAY (hereinafter referred to as "The Mortgagee" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS mutual agreement, the Mortgagee transferred to the Mortgagor the control of the Gournment District Sales Depot at Bagalkot and also sold to the Mortgagor the entire stock-in-trade, furniture and other assets of the said Sales Depot for a sum of Rs. 9,421--4-4.

AND WHEREAS being unable to repay the said sum of Rs. in lump sum, the Mortgagor has requested the mortgagee to treat the said sum as loan repayable in the manner hereinafter specified, which the Mortgagee has agreed to do up the Mortgagor having agreed to secure payment thereof in the manner hereinafter prescribed.

NOW THIS MORTGAGE WITNESSETH AS FOLLOWS:-

1. In consideration of the premises the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor will pay to the Mortgagee the said sum of Rupees 9421--4-4 with interest thereon at the rate of 3½ per cent per annum within a period of ten years from this date by ten equal yearly instalments of Rs. each for principal the first of such instalments to be paid on the day of ...

of One thousand nine hundred and fifty-and the subsequent instalments to be paid on the day of of each subsequent year and that the Mortgagor shall in the meantime and so long as any part of the principal sum of Rupees 9421--4-4 shall remain owing pay interest to the Mortgagee at the rate of 3½ per cent. per annum on all moneys whatsoever for the time being due and owing on the said security and under these presents by yearly payments the first of which payments shall be made on the day of 195 and subsequent yearly payments shall be made on the day of of each subsequent year until the whole some of Rs. 9421--4-4 is paid of PROVIDED ALWAYS that if any such interest shall remain unpaid for one month after the date on which the same ought to be paid then and in every such case the interest so in arrears shall at the expiry of such month be capitalised and be added to the principal sum hereby secured and for the time being owing hereunder and shall thenceforth bear interest payable at the rate and on the days aforesaid and all the covenants and conditions contained in these presents and all the rules of law and equity in relation to interest shall equally apply to interest on such arrears PROVIDED FURTHER that the last preceding proviso shall not permit the Mortgagor to allow any interest to fall into arrears.

2. In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor doth hereby assign the property and assets of the Sale Depot of the Mortgagor at ~~Bijapur~~ Bagalkot present and future, the present assets are more particularly set out in the Schedule hereunder written and which undertaking property and assets are hereinafter for the sake of brevity called "the Mortgaged properties" and all the estate, right, interest claim and demand of the Mortgagor into and upon the Mortgaged properties TO HAVE AND TO HOLD the same unto the Mortgagee absolutely subject to the proviso for redemption hereinafter

contained...

and subject to the right of the Mortgagor to deal with the same in the ordinary course of business but not otherwise, to the extent that these presents shall be a specific charge on the said present assets of the Sales Depot and shall be a floating charge on the undertaking book-debts and other future property and assets of the said depot of the mortgagor so that the mortgagor shall not be at liberty to create any debenture mortgage or charge in priority to these presents without the consent of the mortgagee.

3. PROVIDED ALWAYS AND it is hereby agreed and declared that if the Mortgagor shall duly comply with the terms on which the said loan has been granted and shall duly pay the amount of the said loan of Rs.9421-4-4 together with interest thereon and shall pay all costs, charges and expenses of the Mortgagee of and incidental to this Mortgage, the Mortgagee shall upon the request and at the costs, charges and expenses of the Mortgagor reassign and retransfer the mortgaged properties unto the Mortgagor or as it may direct.

4. The said principal sum of Rs. 9421--4-4 or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every of the following events -

(a) If the Mortgagor shall fail to pay any instalment of principal on the respective due dates in the manner aforesaid.

(b) If the Mortgagor shall make default in payment of any instalment of interest on the respective due dates as hereinbefore provided.

(c) If a distress or execution shall be levied or enforced upon any part of the Mortgaged properties or a Receiver thereof be appointed.

(d) If the Mortgagor shall commit breach of any

one ....

one or the covenants or provisions herein contained and on its part to be observed and performed.

(e) If the Mortgagor shall cease to carry on business for any reason whatsoever.

(f) If the Mortgagor Society is wound up.

5. As soon as the principal moneys or the balance thereof shall become payable and the security enforceable under the last preceding clause the Mortgagee shall be entitled (without being bound to do so) to take possession of the mortgaged properties and to realise the same and quietly to hold and enjoy the same and receive the income and profits thereof without any interruption or disturbance by the Mortgagor or any other person whatsoever claiming under the Mortgagor.

6. If default shall be made in repayment of the Mortgage money or any part thereof on the days and in the manner aforesaid or if the security hereby constituted become enforceable in each and any of the events mentioned in clause 4 hereof the Mortgagee shall be entitled and shall have full power to sell without the intervention of the Court all or any of the Mortgaged properties either by public auction or by private contract and either for a lump sum or for a sum payable by instalments and may make such sale upon such terms and conditions including any special or other stipulations as to title evidence or otherwise as the Mortgagee shall deem proper and the Mortgagee shall have full power to buy in or vary any contract for sale of all the Mortgaged properties or any part thereof and to resell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purpose aforesaid the receipt of the Mortgagee for the purchase money of the properties sold and for any other moneys paid to the Mortgagee shall effectually discharge the purchaser or other person or persons paying the same therefrom or from being concerned to see the application or being answerable for loss or misapplication thereof

AND IT IS HEREBY AGREED AND DECLARED that the provisions

and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act,1882 shall apply to this security.

7. AND IT IS HEREBY AGREED AND DECLARED THAT whenever any instalment of principal or interest or any other sum due and payable by the Mortgagor under these presents shall be in arrear the same may be recoverable from the Mortgagor in the same manner as an arrear of land revenue under the provisions of the Bombay Land Revenue Code 1879, and any amendments thereof: Provided always that this clause shall not affect other rights, powers and remedies of the Mortgagee.

8. The Mortgagor doth hereby covenant with the Mortgagee as follows:-

(a) That the Mortgagor has now good right and full power to grant convey and transfer the said mortgaged properties hereinbefore expressed to be hereby granted conveyed and transferred as aforesaid free from all claim liens and incumbrances and that the Mortgagor and every other person having or claiming any estate or interest in the said mortgaged properties or any part thereof will at all times at the costs until the sale thereof of the Mortgagor and afterwards of the person or persons requiring the same execute and do all such surances and acts for further and more effectually assuring the said mortgaged properties or any part thereof to the Mortgagee or to such other person or persons as he may direct, as shall be reasonably required.

(b) that the moneys secured by these presents shall be a first charge on the said mortgaged properties and shall take precedence over all other monies now due or which may hereinafter be borrowed by the Mortgagor;

(c) that the Mortgagor will so long as any of the principal moneys or any interest secured by these presents shall remain unpaid and the Mortgagee shall not have taken possession of the mortgaged properties carry

carry on and conduct the business of the Mortgagor in a proper and efficient manner and for that purpose;

(i) will maintain and keep in a good and substantial state of repairs and condition the said mortgaged properties expressed to be hereby assured;

(ii) will duly and punctually pay perform and observe all rents, rates, taxes, assessments, outgoings, covenants and obligations which are to be paid observed or performed by the Mortgagor in respect of the said mortgaged properties or otherwise howsoever;

(d) that the Mortgagor will permit the Mortgagee or any person or persons authorized by him at any time and from time to time during the usual time of business so long as any money shall remain due or owing upon the security of these presents to inspect and examine any part of the mortgaged properties and render them or any such assistance as may be required for any of the purposes aforesaid and will furnish to the Mortgagee or to such person or persons as he shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor or the mortgaged properties or any part thereof as he or they shall require;

In witness whereof, the Chairman of the Bijapur District Industrial Co-operative Association Ltd., has pursuant to resolution of the Managing Committee of the Association dated set his hand and seal for and on behalf of the Association hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Particulars of assets.-

Signed and delivered by the)
Chairman of the Bijapur District)
Industrial Co-operative)
Association Ltd.,for and on)
behalf of the Association . . .)

in the presence of
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Dated the' day of 19

B. D. I C Application

To

GOVERNOR OF BOMBAY

TO

DRAFT OF MORTGAGE DEED.

Solicitor to Government,

Legal Department,

Secretariat.

No. 18485/E

Legal Department,
Bombay Castle (Bombay No.1), 10th September 1953.

To

The Joint Registrar for
Industrial Corporations and village Industries.

Subject:- Government District Sales Depot, Bijapur-
Transfer of - to the Bijapur District
Industrial Co-operative Association, Ltd.,
Bagalkot.

Sir,

With reference to the correspondence resting with your letter No. L.A. dated the 29th August 1953, I have the honour to forward herewith a draft Mortgage Deed.

Yours faithfully,

Solicitor to Government.

BM.
10.9.

Submitted after mine

File in Agn Misc/53

11/9

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Agn Misc/53

14-9

THIS BOND made at the day of one thousand nine hundred and fifty-three BETWEEN (Names of members of the Committee)

(hereinafter collectively referred to as "The Loanees" which expression shall unless the context does not so admit include their respective heirs, executors, administrators and assigns) of the one part, and THE GOVERNOR OF BOMBAY (hereinafter referred to as "The Government" which expression shall, unless the context does not so admit, include his successors and assigns) of the other part.

WHEREAS under Government Resolution, Revenue Department No.2818/45 dated the 26th August 1946 Government has appointed the Village Industries Committee for promoting schemes for development of the cottage industries.

AND WHEREAS the Loanees who are the members of the said Village Industries Committee, under their letter No. dated the submitted to Government a revised scheme for scarcity relief through hand spinning for Bijapur district.

AND WHEREAS under G.L.R.D. No. dated the 1953 Government has inter alia sanctioned an advance of Rs.75,000/- to the Loanees as a loan free of interest for enabling them to finance and run the scheme of extending hand spinning as a relief measure in the scarcity areas of the Bijapur district subject to the Loanees executing an agreement incorporating the terms of the Loan.

NOW THIS AGREEMENT WITNNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the sum of Rs.75,000/- (Rupees seventy five thousand)

paid to Loanees by the Government on or before the execution of those presents (the receipt whereof the loanees do hereby admit and acknowledge and of and from the same do hereby release and discharge the government) the Loanees do hereby covenant with the Government that the Loanees will repay to the Government the said sum of Rupees 75,000/- free of interest on or before the Ist October 1954.

2. The said principal sum of Rs.75,000/- or any balance thereof and all other moneys due for the time being under these presents shall become immediately payable in each and every of the following events:-

(a) If the Loanees shall fail to pay the said amount of principal on the due date in the manner aforesaid,

(b) If the Loanees shall cease to carry on their scarcity relief work for any reason whatsoever;

(c) If the Loanees or either of them are or is adjudicated insolvent.

3. AND IT IS HEREBY AGREED AND DECLARED that if the principal or any part thereof shall be in arrear the same shall be recoverable from the Loanees with interest thereon at 6 per cent per annum in the same manner as an arrear of Land revenue under the provisions of the Bombay Land Revenue Code, 1879, and any amendments thereof.

4. AND IT IS HEREBY LASTLY AGREED AND DECLARED THAT the Government shall bear the stamp duty payable in respect of these presents.

In witness whereof, the Loanees have set their respective hands hereto the day and year first above written.

Signed and delivered by the above-named Loanees.

Members of the Village Industries Committee.

in the presence of-

1.

2.

25 - 55

Received of and from the Governor of Bombay the sum of Rupees Seventy five thousand being the amount of the Government Loan expressed above to have been paid by the Governor of Bombay to the Loanees above-named. } Rs. 75,000

1.

2.

We say received.

Loanees.

47 57

No. L 3426/B

Legal Department,
Bombay Castle, 21st November 1953.

To
The Joint Registrar,
for Industrial Corporation and Village Industries
B.S., Poona.

Subject:- Grant of an additional advance of Rs. 75,000/- to the Village Industries Committee for scarcity relief schemes in Bijapur district.

Sir,

With reference to your letter No.L.A.C.S(S-351) dated the 3rd November 1953 on the above subject, I have the honour to forward herewith a draft Agreement.

The Agreement will be exempt from stamp duty under proviso I to section 3 of the Indian Stamp Act.

Yours faithfully,

Solicitor to Government.

K.16/11.

26

Submitted after noon
File in Agn Misc/63

Hel
23/11

Ans Sdr

Rs
23/V

Agn misc/63
24-11